

CITY OF HOUSTON
REQUEST FOR PROPOSAL (RFP)
TITLE
SOLICITATION NO.: S30-T26183

Date Issued: *April 28, 2017*

Pre-Proposal Conference: May 9, 2017, 2:00 P.M. CST
Strategic Procurement Division
901 Bagby, Conference Room-2
Houston, TX 77002

**Pre-Proposal Questions
Deadline:** May 16th, 2017; 5P.M., CST

Solicitation Due Date: June 1, 2017; 2:00 P.M., CST


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Project Summary: This is for a three (3) year contract with two one-year options to renew annually, for a maximum five-year contract term for disaster debris monitoring services.

Project Description: This RFP is to oversee and monitor the removal of large volumes of disaster generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris.

NIGP Code: 926-45

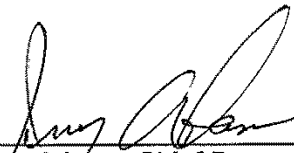
MWBE Goal: 11%



Richard Morris

Date

4/21/17



Jerry Adams, Chief Procurement Officers

Date

4/21/17

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PART I – GENERAL INFORMATION

1. INTRODUCTION & BACKGROUND

- 1.1. The City of Houston, Texas' location in the Gulf of Mexico, its soil composition and relative flatness makes it susceptible to many types of natural disasters. With that in mind, it is essential for the City to provide for the efficient and effective recovery of debris following a disaster and the necessary monitoring services. While assistance may be available to the City from the State and Federal governments, this assistance may not be sufficient to restore the City after a catastrophic disaster. Consequently, the City may need to obtain additional assistance from the private sector to ensure that the needs of the City are addressed promptly. Using a private Proposer will enable the City to meet its response and recovery priorities while protecting the health, safety and welfare of our community and ensuring the quickest and greatest economic recovery.
- 1.2. The City of Houston, Texas hereby requests proposals from qualified persons, partnerships, or corporations wanting to enter into a contract to efficiently oversee and monitor the removal of large volumes of disaster generated debris (other than household putrescible garbage) from public property, public right-of-ways and at Temporary Debris Staging and Reduction Sites (TDSRS), in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner, immediately after a hurricane or other natural or manmade disaster.

2. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

- 2.1. The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from vendors for the provision of Disaster Debris Monitoring Services (DDMS) as described herein
- 2.2. The objective of this solicitation and subsequent contracting activity is to secure the services of at least one (1) experienced monitoring Proposer who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Proposer must be capable of assembling, directing and managing a work force that can monitor completely the debris operations in a maximum of 120 days.
- 2.3. The selected ProposerProposer will be expected to meet the accelerated debris removal timeframes outlined by Federal Emergency Management Agency (FEMA) in the Sandy Recovery Improvement Act, whenever possible. Proposer's personnel must be familiar with debris removal eligibility criteria outlined in the Federal Emergency Management Agency (FEMA) Public Assistance Program and Police Guide, FP 104-009-2 (January 2016) and any other applicable FEMA, federal or state regulation.
- 2.4. Any Agreement to be awarded under this RFP will be a contingency Agreement, which will be activated only in the face of an emergency. No compensation will accrue or be paid to the ProposerProposer unless and until the agreement is activated, either in anticipation of a natural or manmade disaster or immediately after a disaster occurs.
- 2.5. The City encourages small, minority, and women-owned businesses (MWBES) to participate in this solicitation. The City has set an aspirational goal of 11% participation rate for small, minority, and women-owned businesses. This goal is not designed to be, nor may it be interpreted as, a means of permitting or facilitating unlawful preferential treatment. Instead, this goal is intended to encourage

efforts to eradicate barriers to equal employment opportunities and also to broaden the pool of qualified candidates to include small, minority, and women owned businesses.

- 2.6. The City's scope of services is summarized in Part II: Section 5 – Scope of Services of this solicitation which will form the basis for the specific terms and conditions in the Agreement which will govern the successful Proposer's work for the City. The Successful Proposer will be required to fully document all services it performs and shall provide records and reports in compliance with FEMA requirements and any other Applicable Laws. The Proposer also shall assist the City with its efforts to obtain reimbursement from FEMA.

3. MINIMUM QUALIFICATIONS

- 3.1. Each Proposer must submit all documents and information necessary to demonstrate that the Proposer has the resources and experience to provide its services in compliance with the requirements in the agreement as set out in Part III: – Submission of Proposal. Any Proposer that fails to satisfy the following Minimum Requirements may be deemed "NON-RESPONSIVE".
- 3.2. Each successful Proposer must demonstrate to the City that the Proposer is experienced with and knowledgeable about the applicable regulations, guidelines, and procedures established by FEMA concerning the collection, processing and/or disposal of Debris. In addition, at a minimum, each Proposer must satisfy each of the following requirements:
 - 3.2.1. Each Proposer must submit proof that the Proposer is and has been conducting business for the last five (5) consecutive years as a disaster debris monitoring Proposer.
 - 3.2.2. Each Proposer must submit proof that it has worked on a minimum of three (3) full-service disaster debris monitoring contracts in which:
 - 3.2.2.1. The Proposer was the prime Proposer, and;
 - 3.2.2.2. The Proposer was responsible for overseeing and monitoring the removal, collection, processing and/or disposal of 1,000,000 cubic yards of debris. Work performed as a subProposer is not sufficient to satisfy this requirement.
 - 3.2.3. Each Proposer must demonstrate that it can obtain the required Insurance pursuant to Part III: Section 2.4.3 of this solicitation. Each Proposer must demonstrate that it can obtain a Performance Bond in compliance with the requirements in Part III: Section 2.4.4 of this solicitation.
- 3.3. Each Proposer must demonstrate that it can meet the minimum requirements of this solicitation. If a Proposer is unable to meet any of the minimum requirements of this solicitation, the Proposer must clearly identify this as an "Exception to the Proposal" and the Proposer must provide sufficient data to substantiate, to the satisfaction of the City, capability and viability of the entity to meet any of the Scope of Services, Proposers Scope of Services and Obligations or Terms and Conditions and of this solicitation. All exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

PART II – SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

4. SCOPE OF SERVICES DEFINITIONS

- 4.1. "ADMS" means Automated Debris Management System
- 4.2. "Aerial Photographs" means 8 ½" x 11" color enlargements of multiple view (usually three) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the Proposer's name, date, time and name of location.
- 4.3. "Agreement" means this Agreement for Disaster Debris Monitoring Services, including all of the exhibits and amendments hereto
- 4.4. "Applicable Law" means any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is now in effect or is enacted, adopted, promulgated, issued, or enforced by a Governmental Authority on or after the date when the City's RFP was issued, and relate in any manner to the performance of the City or the Proposer under this Agreement.
- 4.5. "Burnable Debris" means trees, vegetative matter, and other similar materials that are broken, destroyed or displaced by a declared disaster and may be burned in open piles or with an air curtain incinerator in compliance with all applicable laws. Burnable Debris includes the combustible portion of construction and demolition debris, furniture, and other personal property.
- 4.6. "Chipping" means reducing wood or vegetative materials by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching may be used interchangeably in this RFP.
- 4.7. "Choke Point" means an inspection site where all trucks must pass.
- 4.8. "City" means the City of Houston.
- 4.9. "City Indemnified Parties" mean the City, including its officers, agents, volunteers, or employees while acting within the course and scope of their office or employment.
- 4.10. "Clean As You Go" means clearing all debris from each street or work zone on the first pass, whenever possible.
- 4.11. "Construction and Demolition Debris" or "C&D" means components of buildings and other structures that have been damaged by a declared disaster, including lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting, floor coverings, window coverings, pipe, concrete, asphalt, fixtures, and furnishings.
- 4.12. "Contract" shall mean a Contract that is made available by the City after the successful completion of a competitive solicitation and selection process, to purchase refuse carts and recycling carts, cart parts and products and services.
- 4.13. "Proposer(s)" shall mean the successful Proposer(s) receiving award of any contract resulting from this solicitation.

- 4.14. "Contract Date" shall mean the date on which this contract is effective.
- 4.15. "Days" shall mean calendar days.
- 4.16. "Council" means the City Council of the City of Houston, Texas.
- 4.17. "Debris" means items and materials that are broken, destroyed, or displaced by a declared disaster, including vegetative debris, mixed debris, construction and demolition debris, hazardous waste, household hazardous waste, Putrescent Debris, and White Goods.
- 4.18. "Debris Clearance" means clearing the public Rights-of-Way by pushing debris to the side of the road to accommodate emergency traffic.
- 4.19. "Debris Removal" means, picking up debris and taking it to a Temporary Debris Staging Reduction Site or permanent landfill.
- 4.20. "Debris Management Proposer" or "DMC" means a qualified firm (or its subProposers) retained by the City to remove, process and dispose of disaster-generated debris and other functions incidental to disaster debris management services.
- 4.21. "Debris Manager" means the Director of Solid Waste Management Department (SWMD) or designee to be responsible for the City's day-to-day administration of the agreement.
- 4.22. "Declared Disaster" means a hurricane, storm, or other natural or manmade disaster in the City of Houston, as declared by the City, the State of Texas, or the Federal government.
- 4.23. "Effective Date" means the date when this Agreement becomes effective and binding upon the Parties. The Effective Date shall be the date when this agreement is duly executed by the Mayor, which shall occur after this agreement is executed by the Proposer.
- 4.24. "Eligible" means qualifying for and complying with the current requirements established by FEMA and Applicable Laws for reimbursement, determined as of the time when the DMC is conducting its work under the Agreement.
- 4.25. "Eligible Debris" as determined by current FEMA regulations, policies and guidelines, and other applicable regulations, means Debris resulting from a declared disaster whose removal, as determined by the City's Debris Manager or his or her designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; eliminate immediate threat of significant damage to improved public or private property; or (3) ensure economic recovery.
- 4.26. "Emergency Operations Manager" means the Proposer's representative who is authorized to make and execute decisions on behalf of Proposer.
- 4.27. "FEMA" means the Federal Emergency Management Agency.
- 4.28. "FHWA" means the Federal Highway Administration.
- 4.29. "Global Positioning System (GPS)" means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites.

- 4.30. "Governmental Authority" means any federal, state, or local agency, department, court, or other administrative, legislative, or regulatory entity having jurisdiction over any aspect of the City's or the Proposer's activities under this Agreement.
- 4.31. "Hazardous Stump" means an uprooted tree or Stump (i.e., 50% or more of the root ball is exposed) on a public Right-of-Way (ROW), improved public property, or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, or the health and safety of the community.
- 4.32. "Hazardous Waste" or "HW" means a waste that appears on one of the hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR), Part 261, or is regulated by TECQ as Hazardous Waste.
- 4.33. "Household Hazardous Waste" or "HHW" means a consumer product or material that contains HW and is disposed of by a City resident. HHW includes paints, stains, varnishes, solvents, pesticides, antifreeze, gasoline, oils, swimming pool chemicals, and other products or materials containing volatile chemicals that are ignitable,

A. Solicitation Schedule

Listed below are the important dates for this Request for Proposal (RFP).

<u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	April 28, 2017
Pre-Proposal Conference	May 9, 2017
Questions from Proposers Due to City	May 16, 2017
Proposals Due from Proposers	June 1, 2017
Notification of Intent to Award (<i>Estimated</i>)	July 19, 2017
Council Agenda Date (<i>Estimated</i>)	September 13, 2017
Contract Start Date (<i>Estimated</i>)	October 1, 2017

5. SCOPE OF SERVICES

5.1. OVERVIEW AND GENERAL INFORMATION

- 5.1.1. The term of this Agreement shall be for a period of three (3) years, beginning when the City executes the Agreement. The City may renew the Agreement for two (2) consecutive one-year terms, conditioned upon the successful Proposer's satisfactory performance of its duties and responsibilities under the Agreement, and upon a determination that renewal will be in the best interest of the City.
- 5.1.2. The Proposers shall provide its services under this Agreement if and when the City needs assistance with disaster Debris Monitoring Services (DMS). The Proposers shall not be required to provide its services to the City until the City issues a Notice to Proceed (NTP).
- 5.1.3. Upon the issuance of a Notice to Proceed, the Proposer promptly shall provide the Debris Manager with the Certificate of Insurance, Performance Bond and certification of their System for Award Management (SAM) status showing eligibility for federal procurement (Debarment Status) required herein. The Proposer must not be barred from receiving or accepting any federal work. If the Proposer is barred from accepting or receiving federal work, this may result in, and the City reserves the right to, select another Proposer and the relinquishment of the right for future consideration and breach of contract.
- 5.1.4. After the City receives and approves the Proposer's Certificate of Insurance, Performance Bond and Debarment Status, the Proposer shall provide all labor, supervision, materials, equipment, facilities, power, communications, and other services and supplies necessary for, or incidental to, the performance of the Proposer's work under this Agreement. All services provided by Proposer, and all labor, materials and equipment used by the Proposer and its subProposers, must comply fully with all Applicable Law, including the requirements established by FEMA.
- 5.1.5. All of the Proposer's duties and obligations shall be performed at the Proposer's expense, in exchange for the City's payment of the hourly rates identified in Exhibit 1, which is attached to this Agreement. The City makes no warranty or guarantee concerning the number of hours or category of employees that will be employed to perform the services required under this Agreement. The number of hours included in Exhibit 1 is not intended to represent the actual contract amount, but an estimated representation of a typical work week. The employment by Proposer of any staff or personnel for whom an hourly rate has not been set in Exhibit 1, shall be approved in writing by the City prior to their hiring. The City reserves its right to award the City's work to multiple vendors, based on the City's needs.

5.2. SCOPE OF SERVICES

- 5.2.1. Proposer will provide Debris Monitors and Debris Monitoring Services to assist the City of Houston with monitoring the operations of the disaster debris removal and disposal Proposer(s). The Debris Monitoring Services to be provided are contract compliance, supervision and inspection as set out in Part II: Section 5 – Scope of Services. All debris monitoring activities are to be in compliance with current FEMA guidance and local, state, and federal regulations. Debris sites may operate approximately 12 to 14 hours per day, 7 days per week.

- 5.2.2. Generally, the services to be provided by the Proposer involve the monitoring and supervision of the removal, processing and disposal of debris by the Debris Management Proposer (DMC) to:
- 5.2.2.1. Ascertain whether DMC has fully performed under the Agreement for disaster recovery and debris removal services between DMC and the City then in effect, and;
 - 5.2.2.2. Maximize reimbursements from FEMA and other federal, state and local agencies for disaster recovery expenses incurred by the City, such as ensuring that only Eligible Debris is collected, processed and properly disposed by the DMC.
- 5.2.3. The Proposer shall observe, monitor and document the DMC's removal, processing and disposal operations, including debris types, quantities, reduction methods and pick up and disposal locations to ensure that the DMC complies with all Applicable Law, including FEMA regulations, policies and guidelines. Monitoring the DMC's contracted removal operations includes, field supervisory oversight, monitoring of Debris removal at the loading, staging and final disposal sites, monitoring debris removal, segregation, processing and final disposal, and compiling copious and detailed records (e.g. Load Tickets and monitor reports) to document and verify the DMC's contracted debris removal operations. For example, Proposer shall track each load of eligible debris removed, processed and disposed by the DMC, using a Load Ticket, which shall be inventoried and logged.
- 5.2.4. The Proposer shall be thoroughly familiar with the rights and responsibilities assigned to the DMC under the agreement for disaster recovery and debris removal services between DMC and the City then in effect. Proposer must conduct its work in a manner that does not interfere with disaster response and recovery activities of the Debris Management Proposer, and the federal, state, and county government and agencies or public utilities. The City may use other Proposers to work in other zones within the City and, therefore, the Proposer must coordinate with any such Person(s) or Organization(s).
- 5.2.5. Proposer shall verify and document that all equipment, vehicles and manpower used by the DMC in its performance under the agreement for disaster recovery and debris removal services between the DMC and the City then in effect, meets the criteria set forth in said agreement, including that all load volumes of debris and each piece of equipment are adequately measured, the measured volume is accurately reflected on the signs fixed to each piece of equipment for the duration of the disaster work, the proper signage and markings are affixed to each piece of equipment, and each piece of equipment and vehicle is certified and in compliance with the proposal specifications and all applicable law.

5.2.6. SERVICES REQUIRED FROM THE PROPOSER MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

5.2.6.1. Monitoring during Emergency Push/Road Clearance: During the first seventy (70) hours after a declared disaster, Proposer shall observe, monitor, supervise and document the debris clearance operations of the DMC, including, but not limited to, the number, hours, and actual output of manpower and equipment used by the DMC, unless otherwise agreed in writing by the City.

5.2.6.2. Monitoring Debris Removal from Public Rights-of-Way (ROW): Proposer shall observe, monitor, supervise and document the removal, processing and disposal operations of the DMC of vegetative debris, mixed debris, non-burnable debris and C&D debris from the City's Rights-of-Way and public property. The Proposer shall ensure only eligible debris is collected for loading and hauling. Proposer shall ascertain that all Debris removed from the City's Rights-of-Way and public property meets the criteria and requirements set forth in the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.

5.2.6.3. Monitoring Debris Removal from Private Property: Proposer shall observe, monitor, supervise and document the DMC's debris removal operations from private property, as authorized by the City, including, but not limited to the collection, removal, processing, and disposal of debris, to ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016). Proposer shall ascertain that all debris removed from private property meets the criteria and requirements set forth in the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.

5.2.6.4. Monitoring Removal, Processing and Disposal of Debris by Types of Debris:

- a. Vegetative Debris:** The Proposer shall observe, monitor, supervise and document DMC's operations related to the removal, processing and disposal of stumps, hazardous stumps, leaning trees, hanging limbs, and trees. Specifically the Proposer shall inspect and document the size, location, root-ball exposure, payment category, and method of removal used by the DMC, which may include grinding, removal and extraction, or flush cut. The Proposer shall ascertain compliance with all applicable FEMA guidelines regarding the removal, processing, and disposal of Stumps, Hazardous Stumps, leaning trees, hanging limbs, and trees as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).
- b. C&D Debris:** The Proposer shall observe, monitor, supervise and document DMC's operations related to the removal, processing and disposal of C&D debris. The Proposer must ensure and when applicable document that the C&D debris removed by the DMC presented an immediate threat to the safety, welfare, and well-being of the community, or obstructed a public Right-of-Way or other recovery efforts, and is generated by a Declared Disaster in compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

- c. **HW Debris:** Proposer shall observe, monitor, supervise and document the collection, segregation, transportation, processing and disposal of HW to verify and ensure that DMC took proper precautions and followed established policies and procedures, including notification of appropriate authorities in case of an accident or if unsafe practices are observed. Proposer shall ensure that DMC has obtained and maintained the required certification for the collection, segregation, transportation, processing and disposal of HW and has employed the appropriate certified specialists to perform such tasks. The Proposer shall ensure the DMC has performed all cleanup operations in accordance with applicable law. The Proposer shall report spills and other incidents to the City immediately following discovery of the spill, separately and independently from the DMC. The Proposer shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).
- d. **Other types of Debris:** Proposer shall observe, monitor, supervise and document the collection, removal, transportation, and disposal of vehicles and Vessels, Putrescent Debris, and storm-generated Debris in waterways and drainage systems, to ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 1 04-009-2 (January 20 16).
- e. **On-site Chipping:** Proposer shall observe, monitor, supervise and document the collection, removal, processing, and disposal of debris that has been chipped onsite by the DMC. Proposer shall document the conditions and location of the debris to verify that on-site chipping, hauling of chipped debris and area restoration was performed in compliance with the agreement for disaster recovery and debris removal services between the DMC and the City then in effect.

5.2.6.5. Temporary Debris Staging and Reduction Sites (TDSRS): The Proposer shall observe, monitor, supervise and document DMC's staging, reduction and processing operations at a TDSRS, including the staging, processing, reduction and disposal of all Debris, site security, site preparation and maintenance. Proposer shall inspect and properly document every load entering and leaving the TDSRS including all "Load Tickets" completed for each load to verify and document the contents and quantity of each load. Proposer shall accurately measure and document load hauling compartments and accurately compute volume capacity in cubic yards of every vehicle used by the DMC. Proposer shall ascertain compliance with all applicable licensure and environmental requirements, as well as all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

5.2.6.6. Comingling of Debris: The Proposer shall ensure that there is no comingling of Debris and shall inform the City on its operational reports as described in Part II: Section 5.6 – Deliverables and Reports, if comingling of Debris occurs. Proposer shall ascertain compliance with all applicable FEMA guidelines as outlined in the FEMA Public Assistance Program and Policy Guide, FP 104-009-2 (January 2016).

5.3. REQUIRED STAFF AND PERSONNEL

- 5.3.1. Proposer shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationships with the City or the City's DMC.
- 5.3.2. The Proposer shall provide the City the necessary personnel with the training, skills, knowledge, experience and know-how to efficiently and effectively observe, monitor, supervise and document the DMC's collection, removal, processing and disposal operations as provided in this Agreement. The number and types of personnel needed pursuant to this Agreement will be determined by the City and this determination will be included in the appropriate tasks orders.
- 5.3.3. Proposer shall ensure that its work force, including subcontractors, maintains self sufficiency related to transportation, housing, sanitation, food and related accommodations in a manner that is consistent with local requirements and minimizes adverse effects on the community.
- 5.3.4. Proposer shall provide its personnel with all logistical support, including mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to perform the work. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with the Proposer, DMC and the City at all times.
- 5.3.5. Proposer shall ensure that a sufficient number of trained personnel are available to:
 - 5.3.5.1.** Monitor the "First Push" operations;
 - 5.3.5.2.** Observe and record all Debris loads entering and leaving the TDSRS;
 - 5.3.5.3.** Provide data entry and document processing personnel, conduct safety meetings with field staff to ensure that all personnel adhere to all appropriate safety requirements;
 - 5.3.5.4.** Respond to, and document issues regarding complaints, damages, accidents or incidents involving the DMC and ensure that are fully documented and reported;
 - 5.3.5.5.** Coordinate daily briefings with the City;
 - 5.3.5.6.** Ensure and reconcile DMC's invoices and supporting documentation submitted to the City; and
 - 5.3.5.7.** Prepare Operational Reports and any other required documentation as required by the City. Accordingly, Proposer shall establish a Debris monitoring team to perform the work required under this Agreement, consisting of the following positions, at a minimum, as included in Exhibit 1 and more particularly described below:
 - a.** Emergency Operations Manager
 - b.** Data Manager
 - c.** Cost Recovery Specialist
 - d.** Field Supervisors

- e. Supervising Monitors
- f. Fixed Site Tower/Site Monitors
- g. Field Monitors
- h. Environmental Specialist
- i. GIS Specialist
- j. Billing/Invoice Analysts
- k. Administrative Assistants
- l. Field Monitors

5.3.5.8. The Debris monitoring team's responsibilities and obligations include, but are not limited to the following:

- a. **Emergency Operations Manager:** The primary functions of the Emergency Operation Manager shall be to manage and supervise the Debris monitoring services provided by the Proposer and to serve as liaison between the Debris Manager and the Proposer. The Emergency Operations Manager shall be paid at the hourly rate included in Exhibit 1.

The Emergency Operations Manager's responsibilities shall include, without limitation:

- i. Shall assist the City in developing a Debris Management Action Plan for the specific occurrence
- ii. Assist in other debris recovery planning efforts such as identifying adequate TDSRS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
- iii. Coordinating daily briefings, work progress, staffing, and other key items with the City;
- iv. Scheduling work for all team members and subcontractors on a daily basis;
- v. Scheduling and managing field staff;
- vi. Monitoring the DMC's progress and making and implementing recommendations to improve efficiency and speed up the recovery work;
- vii. Conduct safety inspections;
- viii. Ensuring compliance with contracts by all subcontractors;
- ix. Prepare Operational Reports and other required documentation;

- x. Scheduling periodic meetings with field staff and subcontractors;
 - xi. Review and reconcile DMC's documentation supporting invoices for payment and prepare FEMA worksheets for reimbursement for Debris hauling efforts;
 - xii. Review and reconcile Proposer's invoices for payment and prepare FEMA worksheets for reimbursement for Debris monitoring efforts;
 - xiii. Establish a data center where project documents are stored, sorted and reconciled.
 - xiv. The Emergency Operations Manager shall be accessible to the City at all times and shall have full authority to act on behalf of Proposer to address and resolve issues that may arise during the course of the work. All communications given to the Emergency Operations Manager shall be binding on the Proposer.
 - xv. The Emergency Operations Manager shall be on-call twenty-four (24) hours per day, seven (7) days per week and shall be available by mobile phone. In the event normal communication channels are unavailable, Proposer shall provide the Emergency Operations Manager with reliable means of communication with the City.
 - xvi. The Emergency Operations Manager shall coordinate daily with the Debris Manager and DMC, and shall comply with all directions and guidance provided by federal and state representatives.
 - xvii. The Emergency Operations Manager must attend any and all meetings required by the Debris Manager to evaluate the Debris removal and disposal operations.
- b. **Data Manager:** The primary functions of the Data Manager is to oversee the processing of Load Ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all Federal, State, County and local requirements. This may involve the use of electronic monitoring equipment or other approaches as approved by the City. The Data Manager shall be FEMA trained and will work under the supervision of the Emergency Operations Manager. The Data Manager shall be paid at the hourly rate included in Exhibit 1.
- c. **Cost Recovery Specialist:** The Cost Recovery Specialist is an experienced professional, FEMA trained, who may assist the City in the operations and coordination of activities during a declared disaster. The qualified individual must have direct Debris management experience, including the management of Debris removal operations, the oversight of TDSRS, Debris recycling and Debris disposal. Emphasis on management and coordination post Debris causing event recovery and FEMA recovery guidelines are enquired. The Cost Recovery Specialist shall work hand-in-hand with City personnel, or their designee, to develop project worksheets for all Category A expenses and documentation. The Cost Recovery Specialist shall be paid at the hourly rate included in Exhibit 1.

- d. **Field Supervisors:** The primary functions of the Field Supervisors shall be to oversee the field operations and the performance of Supervising Monitors, compilation of Operational Reports, recommend approaches that maximize efficiency and ensure that safety measures are followed. The Field Supervisors shall be paid at the hourly rate included in Exhibit 1. The Field Supervisors' responsibilities shall include, without limitation:
- i. Oversee and supervise field activity;
 - ii. Coordinate efforts with City personnel to maximize efficient use of all available resources;
 - iii. Make suggestions to improve the efficiency of collection and removal of debris;
 - iv. Coordinate daily activities and future planning with the Supervising Monitors and other staff;
 - v. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility; and
 - vi. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.
- e. **Supervising Monitors:** The Supervising Monitors shall coordinate actions of Field Monitors and Fixed Debris Tower/Site Monitors, verify debris eligibility, ensure verification and photographic documentation of Hazardous Stumps, leaners and hangers, coordinate daily operations with the DMC, compile, review, and manage reports, and resolve complaints. The Supervising Monitors shall be paid at the hourly rate included in Exhibit 1.
- f. **Fixed Debris Tower/Site Monitors:** The primary functions of the Fixed Debris Tower/Site Monitors shall be to complete the load ticket and estimate volumes that have been transported to the TDSRS or final disposal site for processing, reduction, segregation, storage and disposal. The Fixed Debris Tower/Site Monitors shall be paid at the hourly rate included in Exhibit 1. The Fixed Debris Tower/Site Monitors' responsibilities shall include, without limitation:
- i. Create and maintain a complete and accurate record of the size of each load of Debris and other information about each load as may be needed on the Load Ticket;
 - ii. Initial each Load Ticket before allowing trucks to proceed from the check-in area to the tipping area at the final disposal site;
 - iii. Initial each Load Ticket for every load entering and leaving a TDSRS;
 - iv. Ensure that Debris is properly segregated, processed and secured and that comingling of Debris does not occur;

- v. Coordinate efforts with the Debris Manager, and the DMC/dispatch center or supervisor to maximize efficient and effective use of all available resources;
 - vi. Perform other duties as directed by the Debris Manager and designated City personnel;
 - vii. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.
- g. Field Monitors:** The primary functions of the Field Monitors shall be to perform roving on-site, street-level work area inspections of Debris cleanup and collection, and verify that only Eligible Debris is being removed from eligible property within assigned Debris pick-up locations in the City. Proposer will have Field Monitors stationed at designated Choke Points. The Field Monitors shall complete and issue Load Tickets for Eligible Debris cleared and removed at location designated by the City. The Field Monitors shall be paid at the hourly rate included in Exhibit 1. The Field Monitors' responsibilities shall include, without limitation:
- i. Shall utilize photographs and GPS coordinates of Debris to verify the source and type of Debris collected
 - ii. Shall take photographs of Debris shall be taken as directed by the City and/or FEMA to verify the source and type of debris for reimbursement purposes
 - iii. Monitor truck collection activity;
 - iv. Issue manifest Load Tickets at loading sites for each load;
 - v. Check the area for safety considerations such as downed power lines, children playing in area, need or availability of traffic control devices, and trucks and equipment are being operated safely;
 - vi. Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal;
 - vii. Perform a pre-work inspection of areas and debris piles to help prevent damage caused from loading equipment used in operations, to identify covered utility meters, transformers, fire hydrants, mail boxes, and to look for and document potential Debris remedial issues;
 - viii. Document damage occurring during debris removal to utilities, driveways, road surfaces, vehicles or any other property, using photography whenever feasible, including identifying owners, circumstances of the damage (who, what, when, where) and filing a report with authorities with jurisdiction;
 - ix. Before equipment moves to a new loading area, ensure the work area is clear of Debris to the specified level;
 - x. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations

- xi.** Properly monitor and record performance and productivity of debris removal crew;
- xii.** Coordinate field inspection work and all other efforts with Debris Manager, and DMC /dispatch center or supervisor to maximize efficient and effective use of all available resources;
- xiii.** Ensure that loads are properly contained before leaving the loading area;
- xiv.** Ensure only “Eligible Debris” is collected for loading and hauling;
- xv.** Ensure only debris from approved public areas is loaded for removal;
- xvi.** Document photographically trees and stumps that are considered hazardous;
- xvii.** Verify that all trucks leaving the site have been completely emptied;
- xviii.** Field Monitors shall enforce the Disaster Debris Collector’s Clean-As-You-Go policy, and
- xix.** Perform other duties from time to time as directed by the Debris Manager and Emergency Operations Manager.

5.4. GENERAL SERVICES TO BE PROVIDED BY THE DEBRIS MONITORING PROPOSER

5.4.1. Pre-event: The pre-event services performed by the Proposer may include:

- 5.4.1.1.** The coordinated creation, implementation and modification, as necessary, of the City's Debris Management Plans and Standard Operating Procedures (SOPs);
- 5.4.1.2.** Inter-agency cooperative exercises and training;
- 5.4.1.3.** FEMA/FHWA/TXDOT guidance and policy; and
- 5.4.1.4.** Inspection of Temporary Debris Staging and Reduction Sites (TDSRS)
- 5.4.1.5.** Perform other duties as directed by the Debris Manager and designated City personnel;

5.4.2. Post-event: The listed services performed by the Proposer must include:

- 5.4.2.1.** Contract administration;
- 5.4.2.2.** Debris estimates through “windshield assessments” and aerial photographs;
- 5.4.2.3.** Perform oversight for road clearance and debris loading by DMCs;
- 5.4.2.4.** Provide TDSRS monitoring at various locations, including sites that handle materials from multiple Proposers and or monitoring firms;
- 5.4.2.5.** Environmental assessment of TDSRS;

- 5.4.2.6. Truck certification and equipment certification;
- 5.4.2.7. TDSRS monitoring accommodating multiple municipalities/agencies;
- 5.4.2.8. Quality assurance and quality control of all documentation pertaining to debris management monitoring;
- 5.4.2.9. Monitoring and documenting compliance with all Safety procedures ;
- 5.4.2.10. Assist the City in responding to public inquiries;
- 5.4.2.11. Provide technical advice to the City;
- 5.4.2.12. Be available to address questions from FEMA, FHWA and TXDOT both during and after services have been performed;
- 5.4.2.13. Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event; and
- 5.4.2.14. Review and validate debris removal contracting firm(s) invoices prior to submission to the City for processing.

5.5. **MOBILIZATION AND NOTICE TO PROCEED**

The Proposer shall have a maximum of twenty-four (24) hours from confirmed delivery of the City's Notice to Proceed (NTP) to mobilize and begin their response. Notification will be made in writing by email, regular mail and/or fax. Failure to mobilize in the allotted timeframe may result in the selection of another Proposer, relinquishment of the right for future consideration and breach of contract. Upon activation the Proposer will begin coordination with the DMC(s) and the City's emergency management personnel.

5.6. **DELIVERABLES AND REPORTS**

At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add or delete deliverables to meet the needs of the City, state, or FEMA guidelines. All deliverables will be submitted both electronically, in a format specified by the Debris Manager and on paper. The **MINIMUM DELIVERABLES** to be provided include:

- 5.6.1. Electronic Load Ticket logs detailing information as set out in Section 5.7.1.1.;
- 5.6.2. Daily activity logs maintained by all personnel with individual signatures and initials, which shall identify issues address by all personnel and final resolution;
- 5.6.3. A log of complaints, damages reported, correction or remedial measures and releases for remedial work performed from a property owner or the City as appropriate, in paper form and electronically;

- 5.6.4. Map books boxed by pass with daily logs;
- 5.6.5. List of Load Tickets issued by monitors, and list of lost/voided Load Tickets;
- 5.6.6. A report of each ineligible debris pile which was/will be tagged, in a format approved by the City, and a log of all ineligible debris identified, along with photographic support shall be compiled and submitted to the City;
- 5.6.7. Daily operational reports (Operational Reports) shall be prepared by the Proposer and submitted to the City throughout the duration of the recovery operations. Daily reports shall document the Debris Management Proposer's activities and progress from the previous day and shall be submitted 10:30 a.m. to the Debris Manager or designee. Each report shall contain the following minimum information:
- 5.6.8. Review and accurately completed Load Tickets verifying that they are consistent with all reporting documents;
- 5.6.9. The times of operation of all Debris loading trucks;
- 5.6.10. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of Debris removed, processed and hauled.
- 5.6.11. A final report (Final Report) prepared by the Proposer and submitted to the Debris Manager within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

5.7. **DOCUMENT MANAGEMENT AND SUPPORT**

- 5.7.1. **ADMS:** Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

5.7.1.1. The Proposer shall provide and electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

- a. Paperless, electronic (handheld device) load ticket generation and data collection
- b. Debris vehicle certification data capture
- c. Encrypted and secure field data transfer
- d. Accessible secure database for government and Disaster Debris Management Proposer use. Database will be internet accessible by Disaster Debris Management Proposer, City, State, Federal and other public entities as authorized by the City's Debris Manager.

- e. Minimal manual entry of load ticket data fields
 - f. Automation of debris pick-up locations through the use of GPS technologies
 - g. Evaluation of daily event staging using web-based reporting and GIS tools
 - h. Coordination of Disaster Debris Management Proposer invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
 - i. Proposer shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
- 5.7.2. Proposer shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other federal or state reimbursement agencies) to track and document the removal and management of all Eligible Debris. Proposer shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Proposer shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets shall also be retained by the Proposer, vehicle driver, subProposer and the Disaster Debris Management Proposer. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).
- 5.7.3. Proposer shall ensure that all Load Tickets comply with the requirements of FEMA and other federal, state and local reimbursement agencies. Each Load Ticket shall contain, at a minimum, the following information:
- 5.7.3.1. DMC's name;
 - 5.7.3.2. City's identification or contract number for the Proposer;
 - 5.7.3.3. Load Ticket number;
 - 5.7.3.4. Date and time of pick up;
 - 5.7.3.5. Date and time of delivery;
 - 5.7.3.6. Pick up location (by street address or block);
 - 5.7.3.7. Total cubic yards picked up;
 - 5.7.3.8. Debris classification;
 - 5.7.3.9. Truck ID number and capacity;
 - 5.7.3.10. If applicable, truck operator or employee name;
 - 5.7.3.11. Description of manpower and equipment used;
- 5.7.4. Proposer shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for reimbursement purposes. During the first seventy (70) hours following a Presidentially-declared disaster, this may require documenting times that the Disaster Debris Management Proposer actively uses manpower and equipment in order to

document time and material reimbursements. This shall also include any photographs, GPS locations and/or any other means of confirming debris load information for reimbursement purposes.

- 5.7.5. Proposer shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, etc. to support Federal (FEMA), state and local reimbursements and subsequent audits. Proposer shall take the lead, assisting the City in preparing reports necessary for reimbursement by FEMA, FHWA, TXDOT and any other applicable federal, state or local agencies.
- 5.7.6. Proposer shall provide daily reports throughout the disaster and recovery efforts, including updates for the daily briefing meetings, reports on the review and validation of the Disaster Debris Management Proposer, cubic yard/tonnage reports providing for the number of trucks and volumes (tonnage) of debris received at each TDSRS as well as a total for all TDSRS and a final report following completion of debris recovery operations.
- 5.7.7. Proposer shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
- 5.7.8. Proposer shall ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
- 5.7.9. Proposer shall retain all documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the City as FEMA sub-grantee as required by FEMA 322 Public Assistance Policy & Procedures Guide (PAPPG). The City shall have access to such records and documents as required for the purpose of inspection or audit.
- 5.7.10. Proposer shall cooperate with all other Proposers in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, original drawings or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

5.8. RECORDS KEEPING AND AUDITS

- 5.8.1. Proposer will be subject to audit by federal, state and local agencies pursuant to the Agreement. Accordingly, Proposer shall keep throughout the term of the Agreement and any extensions, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the City, in accordance with generally accepted accounting principles (GAAP) prescribed by the American Institute of Certified Public Accountants (AICPA) or any successor agency. In addition, Proposer must maintain copies of all reports, records, Debris reporting tickets, and correspondence concerning the work performed under this Agreement. Such books of accounts, records, reports, logs, debris reporting Load Tickets and correspondence shall be kept for at least three (3) years after project closeout by FEMA or eight (8) years following the termination of the Agreement, whichever is later, unless the Proposer is notified in writing by the City of the need to extend the retention period. Upon the City's request, the Proposer shall scan all reports, logs, Load Tickets, invoices, correspondence, and related

records concerning the Proposer's work under this Agreement and provide electronic copies to the City.

5.8.2. The City shall have the right to inspect audit and examine during normal business hours, all such customary books of accounts, records, and reports created and maintained relating to Proposer's operations in performance of this Agreement. If the books of accounts and records are kept in a location outside the State of Texas, Proposer shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for the City to be audited and inspected as set forth in this Agreement. Failure to maintain books of accounts and records as required shall be deemed a material breach of the Agreement. The City or its representatives shall make available to Proposer a copy of any audit report prepared by or on behalf of the City. Proposer shall have thirty (30) days from receipt of the audit report from the City or its representatives to provide a written response to the City regarding the audit report. Proposer agrees that failure of Proposer to submit a written response to the audit report in accordance with the requirements of this Part II: Section 5.6 "Deliverables and Reports" shall constitute acceptance of the audit report as issued.

5.8.3. The obligations arising out of this Part II: Section 5.6 shall survive the expiration or earlier termination of this Agreement.

5.8.4. The State of Texas' Texas Public Information Act requires that all records must be made available upon request by the public, unless they are exempt. This Agreement may be unilaterally cancelled by the City if Proposer refuses to comply at all times with the provisions of the Texas Public Information Act as required by State law. The Public Information Handbook is freely available on the Internet at https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf.

5.9. OTHER OPERATIONAL CONSIDERATIONS

5.9.1. **Inspection:** All emergency debris operations, including all Proposers' operations in performance of this Agreement, shall be subject to inspection by the City and other Governmental Authorities to ensure compliance with the Agreement and applicable law.

5.10. TECHNICAL ASSISTANCE

Proposer may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort, including, but not limited to the following:

5.10.1. Assist in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of Debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.

5.10.2. At no cost to the City, the Proposer shall provide a minimum of two (2) training sessions for key City personnel on FEMA policies and procedures, including informing the City on updates of

FEMA Public Assistance regulations applicable under this Agreement within thirty (30) days of the publications and release of any update.

- 5.10.3. Assist with developing, producing, and distributing public information bulletins or press releases concerning the emergency event and recovery efforts.

5.11. INVOICE AND PAYMENT

- 5.11.1. All invoices from the Proposer must be signed by the Proposer. Each type of work must be invoiced separately. Proposer must provide the information described below and any other information reasonably requested by the City to support the work performed. All invoices are subject to pre-audit verification and the Debris Manager's approval prior to payment.

- 5.11.2. Releases of lien, if applicable, must be submitted with invoices.

- 5.11.3. Proposer must remit all invoices and supporting information to:

**City of Houston
Solid Waste Management Department
Budget and Finance Division
611 Walker Street, 12th floor
Houston, TX 77002**

Paper and electronic copies of each invoice must be provided.

- 5.11.4. Proposer must submit invoices to the City regularly and at least once every thirty (30) days. Each invoice shall include copies of the Operational Reports as indicated in Part II: Section 5.6.8 of this Agreement and daily logs, if applicable.
- 5.11.5. Invoices must be detailed and include information such as employee position, the employee's hourly rate, the actual hours worked and the actual tasks performed. The hourly rates must not exceed the prices included in Exhibit 1 to this Agreement.

5.12. OTHER RELATED SERVICES

- 5.12.1. Upon request by the City's Debris Manager, Proposer shall provide aerial photographs of debris sites. Photographs shall be of a high resolution and clear, containing reference boundaries for location identification. Proposer may have to take several photographs to produce one (1) photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Contract Manager or City Manager, the City will not be obligated to pay for the related expenses. If the Proposer and City agree, photographs may be retaken at the Proposer's expense. Photographs shall be delivered to the City in hardcopy and an electronic format acceptable to the City, within five (5) business days of request, weather permitting.

- 5.12.2. Proposer shall provide other related services as requested by the City. Such services may include but are not limited of the following:

- a. Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated.

- b. Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- c. Provide training to City staff as directed by the Debris Manager.

5.13. CITY'S OBLIGATIONS FOR MOBILIZATION

5.13.1. The City shall notify Proposer when a "hurricane watch" has been established for the City so that Proposer can plan for its mobilization. The City shall notify Proposer when a "hurricane warning" has been established for the City. Proposer shall be fully operational within twenty-four (24) hours after receiving a Notice to Proceed from the City.

5.13.2. The City shall furnish all information and documents reasonably necessary for the commencement of work, including a valid written Notice to Proceed.

5.14. INDEMNIFICATION

PROPOSER SHALL INDEMNIFY THE CITY AGAINST REIMBURSEMENT REJECTIONS ON ELIGIBLE DEBRIS RESULTING FROM FIELD AUDITS PERFORMED BY REIMBURSEMENT AGENCIES DUE TO DOCUMENTATION SHORTCOMINGS FOR WHICH THE PROPOSER IS RESPONSIBLE. DOCUMENTATION SHORTCOMINGS SHALL NOT INCLUDE:

- I. **DOCUMENTATION CONSISTENT WITH THE FEMA 325 DEBRIS MANUAL USED DURING THE DISASTER OR OTHER FEMA GUIDANCE OR POLICY,**
- II. **CHANGES IN APPLICABLE LAW, REGULATIONS, POLICIES, OR DISASTER SPECIFIC GUIDANCE PROPOSED OR ENACTED AFTER PROPOSER'S DOCUMENTATION,**
- III. **DOCUMENTATION DEFICIENCIES RESULTING, IN WHOLE OR IN PART, FROM ACTS, ERRORS, OR OMISSIONS BY CITY OFFICIALS OR INCORRECT CITY RECORDS OR INFRASTRUCTURE (E.G., ROAD LISTS, RIGHT OF WAY DIMENSIONS, ETC.),**
- IV. **REJECTIONS RESULTING FROM REIMBURSEMENT AGENCY FIELD INSPECTIONS PERFORMED AFTER RELEVANT DEBRIS REMOVAL PROJECTS ARE COMPLETED OR:**
- V. **WORK THAT IS CONDUCTED CONSISTENT WITH THE "STANDARDS OF PRACTICE/DOCUMENTATION REQUIREMENTS" MEETING THAT WILL BE HELD BETWEEN PROPOSER AND CITY PRIOR TO COMMENCING EACH DEBRIS REMOVAL PROJECT. THIS MEETING WILL OCCUR PRIOR TO ANY TASK ORDERS FOR DEBRIS HAULING ARE ISSUED AND WILL BE USED TO DEFINE THE SCOPE OF SERVICES AND SET FORTH A SET OF STANDARDS FOR PROPOSER DOCUMENTATION. PROPOSER SHALL HAVE A REASONABLE PERIOD OF TIME FOLLOWING NOTIFICATION BY THE CITY OF A FUNDING REJECTION BY REIMBURSEMENT AGENCIES TO CURE ANY DEFECTS IN**

DOCUMENTATION THAT RESULT IN A DEOBLIGATION. CITY IS REQUIRED TO EXHAUST ALL AVAILABLE APPEALS IN SEEKING REIMBURSEMENT PRIOR TO ENFORCEMENT OF THIS PROVISION.

6. CONTRACT ADMINISTRATION & COORDINATOR

- 6.1. The City of Houston Solid Waste Management Department (SWMD) will be responsible for the administration of this Contract. The Proposer shall report directly to the Director or the Director's designee on any and all issues regarding this Contract.

7. COST ADJUSTMENTS

- 7.1. Prices quoted shall be firm for the initial contract term of three (3) years. No cost increases shall be accepted in this initial contract term.
- 7.2. Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest annual percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed three and one-half percent (3.5%).
- 7.3. The annual increase or decrease in the CPI-U shall be that latest Index published and available for the calendar year ending 31 December, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.
- 7.4. Any requested adjustment shall be fully documented and submitted to the City at least 90-days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.
- 7.5. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

8.0 ADDITIONAL RELATED SERVICES

- 8.1 In submitting Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of services, as provided herein, or deemed necessary and/or desirable by the City.

9.0 ADDITION & DELETION

- 8.1 The City, by written notice from the Chief Procurement Officer to the Proposer, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Proposer's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 6.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Proposer enters into based on the City purchasing all the quantities specified herein.

11.0 WARRANTY OF SERVICES

- 11.1 *Definitions:* "Acceptance" as used in this clause shall mean the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 11.2 "Correction" as used in this clause shall mean the elimination of a defect.
- 11.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Proposer shall warrant that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Proposer within a one (1) year period from the date of acceptance by the City. This notice shall state either a) that the Proposer shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or b) that the City does not require correction or re-performance.
- 11.4 If the Proposer is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Proposer shall also be subject to this clause to the same extent as work initially performed. If the Proposer fails or refuses to correct or re-perform, the City shall, by contract or otherwise, correct or replace with similar services and shall charge to the Proposer the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- 11.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.
- 11.6 The City requires timely and accurate accounting and billing information.

PART III – SUBMISSION OF PROPOSAL

A. Instructions for Submission

1. **Number of Copies.** Submit **(7)** copies of the Proposal, including two (2) printed originals signed in BLUE ink, and ?? (8) electronic thumb drives sealed in a separate envelope bearing the assigned solicitation number (located on the first page of this RFP document) to:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2. **Time for Submission.** Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered and will be returned unopened.
3. **Format.** Proposal must be left-bound with information on both sides of the page when appropriate. Material should be organized following the order of the submission requirements separated by labeled tabs, and shall be securely bound. Submission materials will not be returned to Proposers.
4. **Complete Submission.** Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non-responsive, meaning that non-responsive proposals will not be considered.
5. **Packaging and Labeling.** The outside wrapping/envelope shall clearly indicate the RFP title, date, and time for submission. It shall also indicate the name of the proposer. The Price Proposal shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "Price Proposal." Thumb drives shall be submitted in yet another sealed envelope and marked accordingly. All other submission requirements shall be included with the Proposer's Technical Proposal.
6. **Timely Delivery of Proposals.** The Proposal, including the Technical Proposal, Fee Schedule and signed Offer and Submittal form must be delivered by hand or mailed by one's preferred courier to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the City Secretary's Office and on any correspondence related to the Proposal. If using an express delivery service, the package must be addressed and delivered specifically to the City Secretary's Office. Packages delivered by express mail services to other locations may not be re-delivered to its final destination by the deadline hour.
7. **Late Proposals.** Proposers remain responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The City assumes no responsibility for any Proposal not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act or circumstance.
8. **Cover Letter.** The cover letter shall be signed by an authorized representative of the Proposer. The letter should indicate the Proposer's commitment to provide the services proposed, and contain evidential information supporting that your firm exists within Harris County.

B. Submission Requirements

1.1. SUBMISSION OF PROPOSAL PACKAGE

- 1.1.1. Each proposal shall be submitted in two (2) separate sealed envelopes or other secured packaging; one (1) sealed envelope shall be labeled the "Qualifications Package" and the other sealed envelope shall be labeled "Cost Package". The original and the copies of the Qualifications Package may be submitted in one envelope or package. The original and the copies of the Cost Package also may be submitted in one envelope, but not in the envelope containing the Qualifications Package.
- 1.1.2. The outside of each sealed envelope or package must clearly indicate the name and number of this solicitation (e.g., Disaster Debris Monitoring Services; RFP No. S30-T26183; the Proposer's name and address; and the name and telephone number of the Proposer's contact person. Each envelope shall be marked as either the Qualifications Package or the Cost Package. All of the forms, appendices, and other information provided by the Proposer shall be placed in the Qualifications Package, except for Exhibit 1 (Cost Proposal and Hourly Rate Schedule), which shall be placed in the Cost Package.

1.2. TABBING OF SECTIONS

- 1.2.1. Each section of the proposal shall be separated by a physical tab or divider to insure that necessary documents are not overlooked. You may label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you should put "Not Applicable" on the tab divider page or on a sheet of paper.

2. QUALIFICATIONS PACKAGE

The Qualifications Package shall contain all of the information and forms requested in this RFP, except the form required for the Cost Package.

CONTRACT FORMS AND APPENDICES

2.1.1. The City's forms and appendices are contained in Part IV: Section 15.0 of this RFP. The following forms and appendices must be submitted in the following order in the Qualifications Package:

Proposal Submittal Form Submittal Checklist

Form 1	Proposer's Statement of Organization
Form 2	Staffing
Form 3	SubProposers

The Qualifications Package shall be prepared in the following sequence and format:

2.2. EXPERIENCE & BACKGROUND

2.2.1. CHAPTER 1 - LETTER OR INTENT

Each Proposer shall submit a Letter of Intent (LOI), which shall be signed by an officer of the company or other Person authorized to commit the Proposer to the terms presented in its proposal. The Letter of Intent must expressly state that the Proposer will provide the services requested in the RFP, in compliance with the terms in the Agreement, for the prices submitted with the Proposal.

2.2.2. CHAPTER 2 - STATEMENT OF ORGANIZATION

Each Proposer shall provide information concerning the Proposer's basic organizational structure by completing Form 1. A Proposer may provide any additional information that will assist the City in understanding the Proposer's organization.

Each Proposer must submit a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or otherwise approved to conduct business in the State of Texas; and (b) if the Proposer is a corporation or limited liability corporation, the corporation is in good standing. Further, the Proposer shall submit a certificate, resolution, or other documentation confirming that the Person signing the City's forms is duly authorized to bind the Proposer to the terms in its proposal.

Each Proposer must state whether it currently is a registered vendor in the City of Houston. If the Proposer currently is registered, please submit the vendor's registration number issued by the City of Houston or other documentation to demonstrate that the Proposer is authorized to conduct business in the City. The Proposer should include the location of its offices, particularly the office that would oversee this Agreement.

2.2.3. CHAPTER 3 - STAFFING

Each Proposer must provide an organizational chart concerning the personnel that the Proposer will provide to the City, along with a summary of their qualifications and specific responsibilities. Each Proposer must provide all of the information requested in Form 2, which is attached to this RFP. Each Proposer must identify the individuals that will serve as the Field Supervisor, Emergency Operations Manager, Supervising Monitors Fixed Site Debris Monitor, Data Manager, Cost Recovery Specialist etc. (or individuals with similar titles)--i.e., the people that will be responsible for directing the Proposer's work for the City in accordance with the Agreement. The Proposer must provide resumes or other information describing the experience and qualifications of these individuals.

2.2.4. CHAPTER 4 – DISASTER DEBRIS MONITORING EXPERIENCE

- a. Each Proposer must submit proof that the Proposer is and has been conducting business for the last five (5) consecutive years as a full-service disaster Debris monitoring Proposer.
- b. Each Proposer must provide a list of reference clients that will confirm the Proposer has worked on a minimum of three (3) full-service disaster Debris monitoring contracts in which (a) the Proposer was the prime Proposer and (b) the Proposer was responsible for overseeing and monitoring the removal, collection, processing, and/or disposal of more than 1,000,000 cubic yards of Debris from public Rights-of-Way. Work performed as a subProposer is not sufficient to satisfy this requirement. Each proposal shall include the names of the reference communities, the name of a contact person in each reference community, and the telephone number and e-mail address (if available) of each contact person.
- c. Each Proposer must describe all of the projects it has handled as a prime Proposer in the last ten (10) years involving the overseeing and monitoring of Debris removal, collection, processing, and/or disposal. For each such project, you must provide the following information:
 - i. The name and type of storm event or disaster;
 - ii. The date and location of the event;
 - iii. The name and address of your client;
 - iv. A narrative description of the services you performed;
 - v. The Debris removal contracting firm(s) contracted to perform the removal, collection, processing and/or disposal of the Debris;
 - vi. The total amount of Debris collected by the Debris removal contracting firm(s) (measured in cubic yards);
 - vii. The total dollar amount of your contract for the project;
 - viii. The total dollar amount of your work that was reimbursed to your client;

- ix. The total dollar amount that was reimbursed to your client for the entire disaster recovery and Debris removal project;
 - x. The name, telephone number, and email address (if available) for your client's contact person or representative for each project.
- d. Each Proposer must identify each city and county in Texas that currently has a contract with the Proposer for disaster Debris monitoring services. For each of these cities and counties, please provide the name, telephone number, and e-mail address (if available) of the contact person for that city or county.
 - e. Each Proposer must disclose whether any of the contracts listed as part of Section C above, has been terminated or suspended. Proposer should include a brief explanation as to said termination or suspension, including, without limitation, whether the contract was terminated for convenience or default.
 - f. Each Proposer should identify any applicable certification it has received. Certifications by or active involvement with disaster preparedness agencies should be identified and documented.
 - g. Each Proposer is encouraged to provide additional information about other projects that demonstrate the Proposer has the experience to provide all of the services required under the Agreement.

2.2.5. CHAPTER 5 - SUBPROPOSERS

Each Proposer must identify each subProposer (if any) that the Proposer intends to use under this RFP. The Proposer must complete Form 3, which is attached hereto, concerning its subProposers. Among other things, the Proposer must describe the services to be provided by each subProposer and demonstrate that the subProposer is qualified to provide such services.

2.3. OPERATIONAL PLAN FOR THE CITY

2.3.1. CHAPTER 6 - CAPACITY TO PERFORM

Each Proposer must provide information demonstrating that the Proposer will be able to dedicate sufficient personnel, and other resources to perform the work required under the Agreement.

Each Proposer must identify and describe the resources it has available to serve the City.

2.3.2. CHAPTER 7 - APPROACH TO CITY'S SCOPE OF WORK

Each proposal must include a mobilization and implementation plan -- i.e., a plan that explains how the Proposer will provide its services to the City in compliance with the requirements in the Agreement. The plan should include a description of the actions that the Proposer will take to mobilize its resources if the City notifies the Proposer that it wishes to utilize the Proposer's services as a result of an imminent or existing disaster in the City.

The implementation plan must identify the individuals and resources that will be dedicated to the City's work and list all costs associated with personnel (Exhibit 1 - Hourly Rate Schedule). Specifically, Proposer shall identify any added value benefits (pro bono publico) related to Debris monitoring or planning that your firm will provide to the City. The Proposer shall include a description of the systematic approach and actions to be taken by the Proposer to provide the services requested.

Proposers must also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

For the purposes of responding to this Chapter 7, each Proposer should assume hypothetically that the City will be hit by a Category 2 hurricane. The number of hours included in Exhibit 1 is not intended to represent the actual contract amount, but an estimated representation of a typical work week under a Category 2 hurricane. Similarly, the types of personnel included in Exhibit 1 represent the majority of the personnel needed to complete the monitoring operations under this Solicitation and the Agreement. Based on this assumption, each Proposer should identify:

- a. The number and types of personnel available to complete monitoring operations in the City after a Category 2 hurricane, under established industry standards in a maximum of 120 days;
- b. Hypothetical cost as a result of a Category 2 hurricane based on the hourly rate included in Exhibit 1; and
- c. Any other relevant information that will help the City evaluate the Proposer's plan and resources for providing service to the City.
- d. ADMS platform to be used and resulting report availability
 - i. Sample reports
 - ii. Other technology options and capabilities

- e. In responding to this Chapter 7, should the Proposer identify a type of staff or personnel not included in Exhibit 1, the Proposer shall:
 - i. include a detailed description of job responsibilities,
 - ii. explain the need for that specific staff member or personnel,
 - iii. how said staff member of personnel would be employed, and
 - iv. hourly rate.
- f. Role of the subProposer, if any.

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology.

Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time (120-days).

2.4. FINANCIAL CAPACITY

2.4.1. CHAPTER 8 - FINANCIAL RESOURCES

Each Proposer shall provide the City with copies of their audited financial statements for the last three (3) years. If the Proposer does not have audited financial statements, the Proposer may substitute non-audited financial statements and completed federal tax returns for the last five (5) years. Publicly traded corporations may provide pertinent copies of: or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission (SEC).

In all cases, the Proposer must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the Proposer has the financial resources necessary to provide the services contemplated by this RFP.

Each Proposer also must provide:

- a. information concerning their lines of credit, including the total amount of all lines of credit and the amount currently available; and
- b. one or more letters of reference from lenders or other financial institutions that can attest to the creditworthiness of the Proposer and their willingness to do business with the Proposer.

The City will make best efforts, but make no representation that it will be able to maintain total confidentiality of Proposer's financial information. At all times, the City will comply with the provisions of the Texas Public Information Act as required by State law. The Public Information Handbook is freely available on the Internet at https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf.

2.4.2. CHAPTER 9 - BANKRUPTCY MATTERS

Each Proposer must identify any pending or threatened bankruptcy proceeding involving the Proposer, its parent, a subsidiary, or an affiliate. The Proposer also must identify any bankruptcy proceedings that involved the Proposer, its parent, a subsidiary, or an affiliate that were filed or pending on or after January 1, 2011. If the Proposer has been involved in any such proceeding, the Proposer should describe the basic facts concerning such proceeding.

2.4.3. CHAPTER 10 - INSURANCE REQUIREMENTS

Proof of Insurance: On the Effective Date and at any time during the Term of this Agreement, Proposer shall furnish the Director with Certificates of Insurance, along with an Affidavit from Proposer confirming that the Certificates accurately reflect the insurance coverage maintained.

Proposer shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Proposer does not comply with this requirement, the Director, at his or her sole discretion, may:

- a. immediately suspend Proposer from any further performance under this Agreement and begin procedures to terminate for default, or
- b. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Proposer under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

Other Insurance. If requested by the Director, Proposer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Proposer's operations under this Agreement.

2.4.4. CHAPTER 11- BONDING COMPANY COMMITMENT

The successful Proposer shall be required to provide a Performance Bond or a Clean Irrevocable Letter of Credit in the amount of \$5,000,000.00 throughout the term of the contract. The bond will be renewed for each year of the contract term including extension terms. The Performance Bond shall be in the same form as that distributed by the SWMD (as noted in Attachment "A"), all duly executed by the Proposer (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Performance Bond.

2.5. LITIGATION HISTORY AND PAST PERFORMANCE

2.5.1. CHAPTER 12 – DEBARMENT STATUS

Each Proposer shall furnish as part of their Proposal certification of their System for Award Management (SAM) status showing eligibility for federal procurement (Debarment Status) required herein. The Proposer must not be barred from receiving or accepting any federal work. If the Proposer's is barred from accepting or receiving federal work may result in, and the City reserves the

right to, select another Proposer and the relinquishment of the right for future consideration and breach of contract.

2.5.2. CHAPTER 13 - LITIGATION HISTORY

Each Proposer shall identify each case in the last ten (10) years (i.e., on or after January 1, 2006) where:

- a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for the monitoring of Disaster Debris collection, processing and/or disposal operations;
- b) a city, county, or other governmental entity terminated a contract with the Proposer concerning the monitoring of Disaster Debris collection, processing and/or disposal operations; or
- c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Proposer's payments under a contract with a city, county, or governmental entity for the monitoring of disaster Debris collection, processing and disposal, and such penalties exceeded ten thousand dollars (\$10,000).

Each Proposer also shall identify each instance in which the Proposer paid more than ten thousand dollars (\$10,000) to settle a dispute with a governmental entity concerning the Proposer's performance under a contract for the monitoring of the removal, collection, processing and/or disposal of Debris, and such payment occurred on or after January 1, 2006. The Proposer shall identify each such settlement agreement, and the amount paid by the Proposer, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

For each case identified pursuant to this Chapter 12, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2006.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have in the last ten (10) years (i.e., on or after January 1, 2006): failed to qualify as a responsive proposer for the monitoring of Debris collection, processing and disposal; or refused to enter into a contract for the monitoring of Debris collection, processing and disposal after an award had been made to the Proposer; or failed to complete a contract for the monitoring of Debris collection, processing and disposal; or been declared to be in default in any contract for the monitoring of disaster Debris collection, processing and disposal. If any of these events have occurred, the Proposer should provide additional information to explain the basic facts concerning such event.

2.5.3. CHAPTER 14 - CRIMINAL CONVICTIONS, ENVIRONMENTAL VIOLATIONS, AND PUBLIC ENTITY CRIMES

Each Proposer must provide a summary of each criminal conviction of the Proposer, or any of its owners, officers, subsidiaries, or affiliates concerning the monitoring of Debris collection, processing and/or disposal, that occurred on or after January 1, 2006. For the purposes of this Section 3, Chapter 11.4.3., any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

Each Proposer also must provide a summary of each case initiated against the Proposer, or any of its owners, officers, subsidiaries, or affiliates by a local, state, or federal agency on or after January 1, 2006 concerning an alleged or actual violation of an environmental law resulting from the monitoring of Debris collection, processing and/or disposal.

Each Proposer must complete and submit Form 5, which is included in Section 5 of this RFP. Form 5 is the Public Entity Crimes Affidavit. Form 5 must be notarized (i.e., signed in the presence of a Notary Public or other official).

3. COST PACKAGE

The Cost Package shall contain the Cost Proposal Form that is contained in Exhibit 1 to this Solicitation. In Exhibit 1 (Cost Proposal and Hourly Rate Schedule), the Proposer shall identify the hourly rates, which shall include applicable overhead costs and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals. This is the only document that needs to be included in the Cost Package.

3.1.1. THE FOLLOWING FORM AND APPENDIX MUST BE SUBMITTED IN THE COST PACKAGE:

FORM 4: COST PROPOSAL AND HOURLY RATE SCHEDULE

Each form and appendix must be filled in completely, signed, and notarized. E- mailed forms will **NOT** be accepted.

PART IV – EVALUATION & SELECTION

4. EVALUATION & SELECTION PROCESS

- 4.1. The City plans to use a two-step process when evaluating proposals. First, each Proposer's Qualifications Package will be opened and evaluated to determine whether the Proposer is responsive and responsible.
- 4.2. The City reserves its right to take all steps it deems necessary to evaluate the Proposer's qualifications and proposal. Among other things, the City may make additional inquiries of the Proposer and any other Person, request additional information, obtain credit reports, and/or contact other local governments that have entered into contracts with the Proposer. A Proposer that does not provide the information requested by the City may be disqualified from this Solicitation.
- 4.3. The Qualifications Package and Cost Package will be evaluated using a point system. The City intends to award its Agreement to the responsive and responsible Proposer that earns the most points. The criteria to be considered and the associated point values described in Section 11.

4.4. EVALUATION PROCEDURE

The proposals will be evaluated by a committee (Evaluation Committee). In its discretion, the Evaluation Committee may allow one or more of the Proposers to make a presentation to the Evaluation Committee for the purpose of providing more information about their proposal. Each member of the Evaluation Committee will assign scores to each proposal for criteria I, II, and III above. The individual scores for each criteria will be added together to develop an average score.

The Evaluation Committee, pursuant to the evaluation criteria, as described in Section 13.4., may consider, without limitation, the following:

- a) Responsiveness of the proposal related to the Scope of Services;
- b) The ability, capability and skill of the proposer to perform the contract, including the range of services offered.
- c) Whether the provider can perform the contract within the time specified without delay or interference.
- d) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- e) Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
- f)
- g) The quality of performance of previous contracts;
- h) Responsiveness of client references;

- i) Total cost as included in Exhibit 1; and
- j) Such other information as may be secured.

The Evaluation Committee may choose to conduct an oral interview with, or receive oral presentations from the Proposers with the highest ranking score values. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public.

4.5. PRICE PROPOSAL

- 4.5.1. The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.
- 4.5.2. Prices shall remain firm and fixed for the term of the Contract, except where noted in this Solicitation, to include any option or extension periods; however, the Proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.
- 4.6. At the conclusion of the evaluation stage, the City will select in order of preference two (2) or more Proposers whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted by the City in accordance with applicable laws and regulations.
- 4.7. The City will make its Contract issuance based on the offeror's submissions, negotiations, and in accordance with this Solicitation. The City, at its sole discretion, reserves the right to make multiple awards under this Solicitation. If multiple awards are made, the awards shall be designated as primary, secondary and tertiary. As with the primary Proposer, the secondary and tertiary Proposers are bound by all of the terms, conditions, and specifications required by this solicitation and subsequent contracts.
- 4.8. The review, selection of Qualified Proposers, discussions, evaluations and negotiations of Proposals takes a considerable effort to complete, and the effort depends on the number of Proposals received. The City will attempt to meet the RFP Schedule stated herein; however, that may not be achievable. Proposers are responsible for and advised to stay current with any information on the City website.
- 4.9. Proposer shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer shall make good faith efforts to award subcontracts or supply Contracts in at least 11% of the value of this Contract to MWBEs.

TABLE 1: EVALUATION & SELECTION CRITERIA

EVALUATION CRITERIA	
EXPERIENCE & BACKGROUND	20 points
<ul style="list-style-type: none"> • Firm background, history and overall experience <ul style="list-style-type: none"> ○ Firm's expertise and experience in performing proposed work as prime on ○ Firm's experience in filing and receiving Federal and State reimbursements ○ Staff experience and resumes- specifically, operational and administrative personnel assigned to the City ○ SubProposers 	5 points 5 points 5 points 5 points
OPERATIONAL PLAN FOR THE CITY	20 points
<ul style="list-style-type: none"> • Approach To City's Work (<i>Hypothetical case Category 2 hurricane</i>) <ul style="list-style-type: none"> ○ Mobilization & Implementation Plan <ul style="list-style-type: none"> ▪ Overall approach to accomplishing the project ▪ Proposed scheduling methodology (time lines) ▪ Number and types of personnel required & available to complete monitoring operations (DMC & DMS equipment and personnel, etc.) ▪ Hypothetical cost based on hourly rate in Form 1 	5 points 5 points 3 points 2 points
<ul style="list-style-type: none"> • Capacity To Perform <ul style="list-style-type: none"> ○ Current Workload and Future Commitments 	5 points
FINANCIAL CAPACITY	10 points
<ul style="list-style-type: none"> • Financial Resources <ul style="list-style-type: none"> ○ Strength of audited financial statements ○ Lines of credit & credit worthiness ○ Bankruptcy matters 	5 points 3 points 2 points
LITIGATION HISTORY & PAST PERFROMANCE	20 points
<ul style="list-style-type: none"> • Debarment Status 	5 points
<ul style="list-style-type: none"> • Closed, active and pending FEMA disputes, audits or lawsuits 	5 points
<ul style="list-style-type: none"> • Explanation of unrecovered FEMA reimbursements 	5 points
<ul style="list-style-type: none"> • Criminal Convictions: Environmental Violations & Public Entity Crimes 	5 points
TOTAL QUALIFICATIONS PACKAGE	70 points
PRICE PROPOSAL PACKAGE	30 points
TOTAL QUALIFICATIONS AND PRICE PROPOSAL	100 points

5. RFP ATTACHMENT E – TRANSITION PLAN (IF NECESSARY)

- 5.1. The purpose of the transition plan is layout the tasks and activities that need to take place to efficiently deliver a SWMD procurement from the Current Proposer to the Successful Proposer, if applicable.
- 5.2. The transition plan should identify the transition team, its organization and its responsibilities. The plan also identifies the tools, techniques, and methodologies that are needed to perform an efficient and effective transition. Special attention is given to

contingency planning and risk mitigation. An impact statement will be produced outlining the potential impact of the transition to the existing infrastructure, operations and support staff and to the user community.

5.3. The transition plan should outline the following:

- a. Scope
- b. Risks and Contingencies
- c. Strategies
- d. Transition Schedule, Tasks and Activities
- e. Transition Resources
 - o Software
 - o Hardware
 - o Personnel
 - o Facilities
 - o Other (Special) Resources
- f. Reporting and Communication Procedures
- g. Transition Acceptance
- h. Management Controls
- i. Configuration Control
- j. Transition Team
- k. Post-Implementation

5.4. Delays in Transition Plan: The Proposer agrees and understands that, if selected, the Proposer and all persons designated by the Proposer shall provide services in connection with the contract at the commencement of the Contract. Failure to perform any activity(ies) required by the City at the commencement date of the Contract shall incur monetary penalties. These monetary penalties shall be, up to and including reimbursement to the City, any additional costs in personnel equipment and additional costs above the City's purchasing prices in effect with the it's current Proposer, to be incurred for the utilization of the City's current or temporarily contracted Disaster Debris Monitor services.

6. FORMS & APPENDICES

6.1. FORM 1 – STATEMENT OF ORGANIZATION

6.2. FORM 2 – STAFFING:

- 6.2.1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide services for the City.
- 6.2.2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
- 6.2.3. Proposers must provide a Field Supervisor and Emergency Operation Manager (or employees with comparable titles and responsibilities) who will be accessible to the City at all times. Identify the people that will serve in these positions.
- 6.2.4. With regard to the individuals identified by the Proposer in response to 15.2.1. - 15.2.3., above, please indicate whether any of these individuals will be used to service any contract for other cities or communities while working under the City's Agreement.
- 6.2.5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Résumés must include the following information; however, additional information also may be provided by the Proposer.
 - a. Name & Title
 - b. Assignment on City's Project
 - c. Years of Experience with:
 - d. The Proposer's Company
 - e. Other Similar Companies
 - e. Education: Degree(s) Year/Specialization
 - f. Summary of Professional Training and Experience
 - g. Other Relevant Experience and Qualifications

6.3. FORM 3 – SUBPROPOSER:

6.3.1. If the Proposer will use any subProposers, the Proposer shall provide:

- a.** The name, address, and telephone number of each subProposer;
- b.** The name and telephone number of the subProposer's contact person;
- c.** The percentage of work the Proposer will assign to each subProposer;
- d.** A clear description of the work that will be performed by each subProposer;
- e.** A description of the subProposer's qualifications to perform the City's work; and
- f.** A description of the qualifications of the subProposer's employees that will be responsible for the City's work

EXHIBIT 1 – COST PROPOSAL AND HOURLY RATE SCHEDULE

All prices noted in this form are considered baseline estimates. All costs must be based upon actual work performed. Under no circumstances will actual prices exceed the hourly rates included in this form, the reimbursable limits acceptable to FEMA, or the amounts approved in a work authorization.

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

POSITION		HOURLY RATES*	HOURS**	TOTAL
1.0	Emergency Operations Manager	\$	114	\$
2.0	Data Manager		40	
3.0	Cost Recovery Manager		40	
4.0	Field Supervisors		342	
5.0	Fixed Debris Tower/Site Monitors		856	
6.0	Environmental Specialist		40	
7.0	GIS Specialist		40	
8.0	Supervising Monitors		172	
9.0	Billing/Invoice Analysts		40	
10.0	Administrative Assistants		40	
11.0	Field Monitors		4,276	
TOTAL HOURS/COSTS			6,000	\$

AERIAL PHOTOGRAPHS		QUANTITY	UNIT PRICE	TOTAL
1.0	Aerial Photo Package (5 Photos per Flight, different locations)	2		\$
2.0	Photograph Copies (Duplicate of Original Approved Photo)	6		
3.0	Additional Photographs (per photo, same flight, same location, different view)	5		
4.0	Additional location (one photo, same flight, different location)	5		
TOTAL COST AERIAL PHOTOGRAPHS		18		\$
TOTAL PRICE PROPOSAL		18		\$

PART IV – EVALUATION AND SELECTION PROCESS

An evaluation committee shall evaluate Proposers' submissions in accordance with the evaluation criteria listed in Part VI. Upon completion of the evaluation, the committee may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview and negotiations. Following these City-to-Proposer(s)' meetings, the evaluation team will summarize their findings and recalculate their scores, if needed. However, the evaluation committee reserves the right to issue letter(s) of clarification when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interviews may be recorded and/or videotaped.

A. Interviews/Oral Presentations/Demonstrations

The City reserves the right to request that Proposer(s) provide a final presentation handout of its Proposal at their scheduled meeting. No Proposer may attend presentations of any other Proposer. If necessary, Proposers may be scheduled for more than one presentation, demonstration, or interview.

B. Selection Process

Upon review of all information provided by Proposers, the evaluation committee will make a recommendation for selection to City officials. The City reserves the right to check references on any projects performed by the Proposer, whether provided by the Proposer or known by the City. Selected Proposal shall be submitted for approval by the appropriate City officials. The City of Houston intends to select a Proposal that best meets the needs of the City and that provide the best overall value. Upon approval of the selected Proposer, a contract shall be executed by the appropriate City officials.

C. Best and Final Offer (BAFO)

City reserves the right to request a Best and Final Offer from finalist Proposer(s), if necessary. At a minimum, the Best and Final Offer would consist of submitting a final Fee Schedule with associated costs, and address any outstanding items previously identified during the evaluation of Proposals.

If the City chooses to invoke a "required BAFO" option, Proposals shall then be re-evaluated by the evaluation committee. The BAFO shall include instructions, requirements, and a specified submission due date.

Part V – SPECIAL CONDITIONS

A. No Contact Period

Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposers(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

B. Equal Opportunity Employment

The City of Houston Ordinance Section 15-17 establishes Equal Employment Opportunity Contract Compliance requirements for all City of Houston contracts involving the expenditure of Fifty Thousand Dollars (\$50,000) or more. Any contract for professional services that results from this RFP will provide that the failure to carry out the requirements set forth in the City of Houston Equal Employment Opportunity Program shall constitute a breach of contract and may result in termination of the agreement or contract. In addition, the City may take any such additional remedy as deemed appropriate.

C. Minority and Woman Business Enterprises (M/WBE)

Contactor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Proposer shall make good faith efforts to award subcontracts or supply agreements in at least the value stated in this Agreement to MWBE's. Proposer acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

D. Protests

"Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12)" http://www.houstontx.gov/policies/administrative_policies.html

PART VI – INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) are encouraged to attend. It will be assumed that potential

Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

B. Additional Information and Specification Changes

Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer Richard Morris by telephone: 832.393.8736; or by the preferred e-mail method to richard.morris@houstontx.gov no later than 5:00 PM, CST by April 4, 2017. The City of Houston shall provide written responses to all questions received by Proposers prior to the RFP submittal deadline. Questions received from all Proposer(s) shall be answered by the City and sent to Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained within this RFP.

C. Letter(s) of Clarification

1. All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
2. The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

D. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

E. Exceptions to Terms and Conditions

1. All Exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a Section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the Chief Procurement Officer, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
2. All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

F. Post-Proposal Discussions with Proposer(s)

It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

PART VII – REQUIRED FORMS TO BE SUBMITTED WITH PROPOSAL

- A. Offer and Submittal, List of References, and List of Proposed SubProposers (Exhibit I)
- B. Signed M/WBE Forms: Attachment “A” Schedule of M/WBE Participation, Attachment “B,” Notice of Intent, Attachment “C,” Certified M/WBE Subcontract Terms, Attachment “D,” Office of Business Opportunity and Contract Compliance M/WBE Utilization Report (Exhibit II)
- C. Fair Campaign Ordinance Form “A” (Exhibit III)
- D. Hire Houston First Affidavit (Download Copy at <http://www.houstontx.gov/obo/hirehoustonfirst.html> and submit to Office of Business Opportunity, Houston Business Solutions Center by e-mail to houstonbsc@houstontx.gov, or fax to 832-393-0650, or submit copy with proposal
- E. Proposer Ownership Disclosure Ordinance, Information Form (Exhibit IV)
- F. Anti-Collusion Statement (Exhibit V)
- G. Conflict of Interest Questionnaire (Exhibit VI)

PART VIII – REQUIRED FORMS TO BE SUBMITTED BY AWARDED PROPOSER ONLY

Required forms shall be supplied to the Proposer after the award recommendation:

- A. Insurance and Endorsement Requirements [Sample Insurance Certificate (Exhibit VII)]
- B. Drug Compliance Agreement Attachment “A,” Drug Policy Compliance Declaration Attachment “B,” and Proposer’s Certification of No Safety Impact Positions Attachment “C” and “D” (Exhibit VIII)
- C. City Proposers’ Pay or Play Acknowledgement Form (POP-1) <http://www.houstontx.gov/obo/payorplay/pop1.pdf> and Pay or Play Certificate of Compliance (POP-2) <http://www.houstontx.gov/obo/payorplay/pop2.pdf> (Exhibit IX)
- D. Requested information outlined in the scope of work and other additional relevant/supporting information, or alternate Proposal.

PART IX

FEE SCHEDULE

Sample Non-Customized Table				

EXHIBIT I
OFFER AND SUBMITTAL, REFERENCES, PROPOSED SUBPROPOSERS

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**EXHIBIT I
OFFER AND SUBMITTAL**

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Proposer – Full Company Name)

City of Houston Vendor No. (If already doing business with City):

Federal Identification Number:

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Proposer: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Proposer: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20_____

**EXHIBIT I
REFERENCES
LIST OF PREVIOUS CUSTOMERS**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
E-mail: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
E-mail: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
E-mail: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
E-mail: _____
System Description: _____

EXHIBIT I
LIST OF SUBPROPOSER(S)

The following is a list of SubProposers we propose to engage on the following items of Work. Any item of Work which does not designate a SubProposer will be done by the firm submitting the Proposal.

[illegible]

EXHIBIT II
ATTACHMENT "A"
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBPROPOSER	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREED PRICE
TOTAL.....					\$_____
M/WBE PARTICIPATION AMOUNT.....					\$_____%
TOTAL BID AMOUNT.....					\$_____

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBPROPOSERS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II
ATTACHMENT "B"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
NOTICE OF INTENT**

THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.

To: City of Houston
Administering Department

Date: _____

Project Name and Number _____

Bid Amount: _____ M/W/SBE Goal: _____

_____, agrees to enter into a contractual agreement with
Prime Proposer

_____, who will provide the following goods/services in connection
M/W/SBE SubProposer

with the above-referenced contract:

for an estimated amount of \$ _____ or _____ % of the total contract value.

_____ is currently certified with the City of Houston's Office of Business
(M/W/SBE SubProposer) Opportunity to function in the aforementioned capacity.

_____ Intend to
Prime Proposer M/W/SBE SubProposer

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Proposer.

Signed (Prime Proposer)

Signed (M/W/SBE SubProposer)

Printed Signature

Printed Signature

Title Date

Title Date

**EXHIBIT II
ATTACHMENT “C”
CERTIFIED M/WBE SUBCONTRACT TERMS**

CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS

Proposer shall ensure that all subcontracts with M/WSBE subProposers and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. _____(M/WSBE subProposer) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subProposer or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. _____(M/WSBE subProposer) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subProposer, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. SubProposer shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Proposer (prime Proposer) and SubProposer shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7th Floor, Houston, Texas 77002.

**EXHIBIT II
ATTACHMENT "D"
OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME PROPOSER: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

EXHIBIT III
FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Proposer to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Proposer** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.

Completion of the attached form entitled "**Proposer Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT III
FORM "A" -- FAIR CAMPAIGN**

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Proposer to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Proposer" Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state "none"):

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

List all directors of the corporation (if none state "none"):

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

List all officers of the corporation (if none state "none"):

Name _____
Officer Address _____

Name _____
Officer Address _____

Name _____
Officer Address _____

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state "none"):

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

EXHIBIT IV
PROPOSER OWNERSHIP ORDINANCE INFORMATION FORM

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

The City of Houston Ownership Information Form is used to gather information to comply with:

- a. The City of Houston Contractor Ownership Disclosure Ordinance ([Chapter 15 of the Code of Ordinances, Article VIII: City Contracts; Indebtedness to City](#));
- b. The City of Houston Acknowledgement of Applicable Provisions of the City of Houston Ethics Ordinance ([Chapter 18 of the Code of Ordinances](#), Ethics and Financial Disclosure); and,
- c. The State of Texas Statement of Residency Requirements ([Tex. Govt. Code Chapter 2252](#), "Contracts with Governmental Entity").

Please complete the form, in its entirety, and submit it with the Official Bid or Proposal Form. Failure to provide this information may be just cause for rejection of your bid or proposal.

NOTICE OF AFFIRMATIVE ACCEPTANCE OF THE CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

By submitting a bid or proposal to the City of Houston for a Contract in excess of \$50,000 or for which a request is presented to City Council for approval, all respondents agree to comply with the Chapter 18 of the Code of Ordinances.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

INSTRUCTIONS

1. Please **type** or **legibly print in dark ink** responses. Individuals and entities should disclose their full, legal names (not initials) and all required corporate letters ("Inc", "LLP", etc.).
 - a. If a firm is operating under an assumed name, the following format is recommended:
Corporate/Legal Name DBA Assumed Name.
2. Full addresses are required, including street types ("St", "Rd", etc.) and unit number.
3. Individuals or entities with 10% or more ownership of the corporation, partnership, or joint venture (including persons who own 100%) are required to be disclosed with their full name and full address. All officers and directors are also required to be disclosed with their full name and full address.

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

PROJECT AND BID/PROPOSAL PREPARER INFORMATION

Project or Matter Being Bid: _____

Bidder's complete firm/company business information

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Bidder's email address

Email Address:

STATEMENT OF RESIDENCY

Texas Government Code §2252.001(4) defines a "Resident bidder" as a bidder whose principal place of business* is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Texas Government Code §2252.001(3) defines a "Nonresident bidder" as a bidder who is not a resident in this state.

* Principal Place of Business in Texas means that the business entity:

- has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted; and
- has at least one employee who works in the Texas office.

Based on the definitions above, your business is a:

- ☐ TEXAS RESIDENT BIDDER
☐ NONRESIDENT BIDDER

If you are a Nonresident Bidder, does your home state have a statute giving preference to resident bidders? If so, you must attach a copy of the most recent edition of the statute to this Document.

A copy of the State of _____ statute is attached.

NOTE: The state of residency of a bidder is not used in the decision-making criteria for the award of contracts for projects receiving federal funding, whether in whole or in part.

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

CONTRACTING ENTITY ORGANIZATIONAL ENTITY TYPE

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER *(specify in space below)*

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCAITION

LISTING OF OFFICERS

LIST ALL OFFICERS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name		Officer	Address
Name		Officer	Address
Name		Officer	Address
Name		Officer	Address
Name		Officer	Address
Name		Officer	Address

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

LISTING OF DIRECTORS OR MEMBERS

LIST ALL DIRECTORS OF THE ENTITY, REGARDLESS OF THE AMOUNT OF OWNERSHIP (IF NONE STATE "NONE")

Name _____	_____	_____
	Director or Member	Address
Name _____	_____	_____
	Director or Member	Address
Name _____	_____	_____
	Director or Member	Address
Name _____	_____	_____
	Director or Member	Address
Name _____	_____	_____
	Director or Member	Address

DISCLOSURE OF OWNERSHIP (OR, NON-PROFIT OFFICERS)

Bidders are required to disclose all owners of 10% or more of the Contracting Entity. For non-profit entities, please provide the complete information for the President, Vice-President, Secretary, and Treasurer.

IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES, AND TELEPHONE NUMBERS. Do NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED.

ATTACH ADDITIONAL SHEETS AS NEEDED.

Contracting Entity:

Name:

Business Address [No./Street]

City / State / Zip Code

Telephone Number

Email Address:

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

DISCLOSURE OF OWNERSHIP (OR, NON-PROFIT OFFICERS) *continued.*

10% Owner(s) or More (IF NONE, STATE "NONE."):

Name:

Business Address *[No./Street]*

City / State / Zip Code

Telephone Number

Email Address:

Residence Address *[No./Street]*

City / State / Zip Code

10% Owner(s) or More (IF NONE, STATE "NONE."):

Name:

Business Address *[No./Street]*

City / State / Zip Code

Telephone Number

Email Address:

Residence Address *[No./Street]*

City / State / Zip Code

ATTACH ADDITIONAL SHEETS AS NEEDED.

EXHIBIT IV

Orig. Dept.:

File/I.D. No.:

CITY OF HOUSTON OWNERSHIP INFORMATION FORM

OPTIONAL: TAX APPEAL INFORMATION

If the firm/company or an owner/officer is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied with a tax appraisal district, please provide the following information:

Debtor (Firm or Owner Name):	
Tax Account Nos.:	
Case or File Nos.:	
Attorney/Agent Name:	
Attorney/Agent Phone No.:	
Tax Years:	

Status of Appeal *[DESCRIBE]*:

If an appeal of taxes has been filed on behalf of your company, please include a copy of the official form received by the appropriate agency.

REQUIRED: UNSWORN DECLARATION

I certify that I am duly authorized to submit this form on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have personal knowledge of the accuracy of the information provided herein. I affirm that all the information contained herein is true and correct to the best of my knowledge. I understand that failure to submit accurate information with my submission may result in my submission being considered non-responsive and non-responsible.

Preparer's Signature

Date

Printed name

Title

NOTE: This form constitutes a governmental record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government and falsification of a governmental record are crimes, punishable as provided in Section 37.10 of the Texas Penal Code.

**EXHIBIT V
ANTI-COLLUSION STATEMENT**

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT VI CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Proposer to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Proposers or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Proposers or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Proposer or Agent of a Vendor/Proposer does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Proposer or Agent file a CIQ?

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7th business day after the date the Vendor/Proposer or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Proposers required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT VI
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; text-align: center; padding: 2px;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
<div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto;"></div> <p>Name of Officer</p>		
<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Signature of person doing business with the governmental entity</p>		<div style="border-bottom: 1px solid black; width: 100%;"></div> <p>Date</p>

Adopted 06/29/2007